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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

ADR

14 JEANETTE SANDERS,

16 Plaintiff,

17 YMCA OF THE EAST BAY LONG
18 TERM DISABILITY POLICY

19 Defendant

20 UNUM LIFE INSURANCE
21 COMPANY,

22 Real Party In Interest

No.

C07-05537-EMC

COMPLAINT FOR
ERISA BENEFITS

25 Comes now the plaintiff, demanding a trial by jury, and alleging of defendant as
26 follows:

27 //

28 //

JURISDICTION

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3 1. This suit seeks review of a failure to extend benefits under a long term disability
4 plan covered by ERISA, 28 U.S.C. 1132. Federal jurisdiction arises under 38 U.S.C. 1132(f).

5
6 FACTS

7 2. Plaintiff Jeanette Sanders was employed by the YMCA of the East Bay in Oakland,
8 California, until she became disabled in September, 2002.

9
10 3. Plaintiff Jeanette Sanders is a beneficiary of the YMCA of the East Bay which
11 resides within this judicial district. The plan is covered by the Employee Retirement Income Security
12 Act of 1972. The long term disability policy number is 507767 001.

13
14 4. Real party in interest, UNUM Life Insurance of America is a corporation which
15 acts as a fiduciary of the plan and has taken over as the decision-maker of disability benefits under
16 the plan. Said defendant delegated its duties to administer claims to UnumProvident Corporation.

17
18 5. In 2002, while employed by the YMCA of the East Bay, plaintiff became disabled
19 as the result of illness, including septicemia and lupus. She has been unable to work since that time.

20
21 6. Defendant paid benefits to Ms. Sanders from 2002 until October, 4, 2004, at which
22 time defendant terminated benefits alleging that plaintiff was no longer disabled for any occupation.

23
24 7. On January 24, 2005 Jeanette Sanders filed suit against UNUM Life Insurance Co
25 case number C06-0453-WHA for Bad Faith, Intentional Infliction of Emotional Distress and Breach
26 of Contract.

27
28 8. On October 3, 2005 the parties stipulated to a reassessment program through Unum

1 Life Insurance Co. and the action was stayed under the Multistate Claim Reassessment Program.
2 Plaintiff accepted that offer. Under the terms of the Reassessment program, plaintiff waived his right
3 to pursue legal remedies against UnumProvident to the extent that benefits were paid as a result of the
4 reopening of the claim. However, plaintiff retained her right to sue to the extent that benefits were
5 not paid to him as a result of the reassessment process.

6
7 9. On April 24, 2006 the case was dismissed by stipulation and Jeanette Sanders
8 would be reassessed by UNUM Life Insurance Co.

9
10 10. The statute of limitations relevant to this lawsuit was stayed as a result of
11 plaintiff's participation in the reassessment program.

12
13 11. Plaintiff submitted additional reports to UnumProvident in connection with the
14 reassessment process, and otherwise substantially complied with the terms of the program. There has
15 been additional information submitted to UnumProvident. .

16
17 12. UNUM Life Insurance company refused to reassess Plaintiff's claim.

18
19 13 As a proximate result thereof, plaintiff has been damaged by failure to pay policy
20 benefits in the sum of \$1,352.00 per month from October 4, 2004 through August 2, 2007 (her 65th
21 birthday). The loss of benefits total is \$44,616.00

22
23 14. Plaintiff has been compelled to retain counsel to collect the benefits owed, and is
24 entitled to reasonable attorney fees under ERISA in an amount dependent upon the extent of litigation
25 required and estimated at \$150,000 through trial

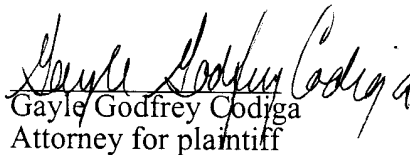
26
27 Wherefore, plaintiff prays for relief as set forth below:
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1 1. For benefits, past and future, for long term disability as provided by the term of the
2 plan in the amount of \$46,616.00;

3
4 2. For attorneys fees of \$150,000 or according to proof:

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6 3. For such other relief as the court deems just and proper.

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8 Dated: October 30, 2007

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12 Gayle Godfrey Codiga
13 Attorney for plaintiff
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